LAST STAGE OF NEW-JERSEY CENTRAL'S DE

CLINE. A receiver of the New-Jersey Central Railroad will be applied for to-day. Nearly all the directors have been convinced for several days that this action must be taken, and the transfer of the Lebigh and Wilkesbarre Coal Company to the management of three receivers, who were appointed at Pittsburgh yesterday, will, in all probability, render further delay impossible, as it cuts off any hope of raising money on the \$3,000,000 certificates of indebtedness, secured by Lehigh and Wilkesbarre bonds.

### THE EMBARRASSED COMPANIES.

INTIMATE RELATION OF NEW-JERSEY CENTRAL WITH THE COAL CORPORATION -- HOW THE APPOINT-MENT OF RECEIVERS WAS MADE INSVITABLE-EFFECT ON THE \$3,000,000 CERTIFICATES OF INDEBTEDNESS.

The Lehigh and Wilkesbarre Coal Company which yesterday passed into the hands of receivers, was practically a part of the New-Jersey Central Rathroad Company, their relations being similar to these which the Philadelphia and Reading Coal and Iron Company sustains to the Philadelphia and Reading Railroad Company. The Lehigh and Wilkesharre was organized Jan. 1, 1874, by the consolidation of the Honeybrook Coal Company and the Wilkesbarre Coal and Iron Company, and by the purchase of the Plymouth and Newport mines belonging to the Lehigh Coal and Navigation Company. Its president was Charles Parrish of Wilkesbarre, Penn., and its secretary and treasurer was William H. Tillinghast of the city. They have continued to held these offices up to the present time. Becently, however, E. W. Chark of the banking firm of E. W. Clark & Co. of Philadelphia was made chairman of the Executive Committee, and it was understood that this appointment was to limit Mr. Parrish's control of the company without directly displacing

The official statement of the company made to the Stock Exchange under date of Aug. 20, 1875, upon which its bonds were placed on the regular list of the Exchange, stated that the company owned 45,975 acres of land, 23,500 acres of which were coal lands. The entire property, with improvements, cost \$23,000,000. The capital stock was \$10,000,000; bonded debt, \$10,000,000; fleating indebtedness, nearly \$4,000,000, which was sub-sequently provided for by sales of consolidated bonds. A consolidated guaranteed mortgage for \$15,000,000 had been previously executed for the purpose of funding the floating indebtedness of the company and providing for the retiring or paying of the outstanding bonds and the further development of the property. Bonds of \$1,000 each were issued April 27, 1875, payable June 1, 1900, with interest at 7 per cent currency. These bonds were guaranteed by the Central Railroad Company of New-Jersey. The old bonded debt of \$10,000,000 was, in fact, a debt of \$2,000,000, bearing interest at 6 per cent, gold. Of the \$10,000,000 stock, the New-Jersey Central Company owned over one-half. When the directors of the No Jersey Central, in December last, authorized the issuing of \$3,000,000 of pertificates of indebtedness to mee pressing demands, it was proposed that these certifishould be secured by depositing with Guarantee Trust and Safe Deposit Company of Philadelphia the above mentioned consolidated mortgage bonds, in the proportion of \$5,000 in bonds to every \$3,000 of certificates issued. At this time the bends were selling at over 60 cents on the delbond holders to take these certificates upon the security offered, but without success. Less than one-half the certificates have been subscribed for, including \$500,000 by the Lehigh Coal and Navigation Company in payments of past due debts. No part of the subscriptions is binding until all have been taken. As stated in Saturday's Tribune, the directors of the

New Jersey Central, with the exception of Mr. Knight and Mr. Johnston, abandoned all hope of securing the necessary funds, and strongly urged at the meeting on Friday that application be made at once for a receiver. Mr. Knight was finally successful in postponing such action in order to confer with the directors of the Lebigh oal and Navigation Company, in Philadelphia, on Satat once sent to Pittsburgh to make application for the appointment of, a receiver of the Lenige and corporation. The application was granted yesterday, and E. W. Clark was appointed receiver for the State of Pennsylvania, ex-Chancellor Williamson for New-Jersey, and William H. Tillingbast for New-York. Mr. Clark is President of the Lehigh Coal and Navigation Company. Application will be made to-day to Chancellor Rus

of New-Jersey for the appointment of a receiver of the New Jersey Central Railroad Company. The receiver, it is understood, must be a citizen of New-Jersey Several persons have been mentioned for the og them being ex-Chancellor William It could not be ascertained last evering who had been selected as the choice of the directors. After the appointment of a receiver, it is understood that the principal office of the company, which is now at No. 119 Liberty-st., will be removed to Elizabeth, N. J. The report was circulated on the street Yesterday that the company was then removing its books and papers to New-Jersey, but this was denied by Mr. Knox, and at 5 o'clock there was no apparent evidence of such a change taking place.
Under the influence of the rumors affeat in regard to

the company yesterday, New-Jersey Central etech, which opened at 18, declined to 15%, and finally closed at 15%. with 15% bid. The sales amounted to 279,000 share Lehigh and Wilkesbarre bonds have greatly declined since the first of the year. An indication of the value of the security which they offered for the authorized cer-thicales of indebtedness is shown by the fact that they closed yesterday at 40.

AN UNEXPLAINED TRANSFER OF REAL ESTATE. The transfer of property on Liberty, West, and Wasa ington-sts, by James A. Hamilton to the New-Jerse, Central Railroad Company, and then by the company to E. C. Knight, its President, was recorded yesterday. In Mr. Knight went yesterday to Philadelphia, and his explanation of the matter could not be obtained. A gentleman who has been conversant with the company's affairs said the property was acquired several years ago from Mr. Hamilton, and the Gallatin estate, but he could not give the reason why the record of a purchase of old date was delayed to yesterday, nor could be tell why it was recorded as turned over to President Knight on the same day, and without the maning of a consideration in either case. It was both transfers the consideration was given as nominal.

termy, for could be tell why it was recorded as turned over to President Kinght on the same day, and without the mining of a consideration in either case. It was suggested that the transaction might be this some way for the benefit of the stockholders of the corporation or for the benefit of the stockholders of the corporation or for the satisfaction of an individual claim of Mr. Kinght's. A gentleman who has owned considerable read estate adjoining the land and buildings transferred yesierday said that this property had always been regarded as belonding to the New-Jersey Central. In fact, those owning the rest of the real estate in that block had been holding it with the view of disposing of the whole to the New-Jersey Central. Now it would probably have to await another buyer. There had been some trouble in regard to the company's holding real estate in its own name, and property-owners in the neighborhood expressed the view yesterday that James A.3 Hamilton ad been holding this property in reity in trust for the railroad company. E. C. Kinght, the President, had probably advanced mency to the corporation, and both to secure him for his claim and to provent attachments being laid on the property, if was transferred and the deeds recorded yesterday. Following is a copy of the record in the Register's office:

West-st., north enat corner of Liberty also No. 162 - Jas. A. Humilton to Central Railroad of New-Jersey; consideration nominal.

Same Property, Central Railroad of New-Jersey; consideration nominal.

Consideration nominal.

Same property, Central Railroad of New-Jersey to E. C.

Knight; consideration nominal.

The deposits of the New-Jersey Central Railroad in the Rhight; considerated the New-Jersey Central Railroad in the Bank of Commerce were attached yesterflay to compet the company to give security for a judgment in the sult of J. & R. G. Gray, a claim of \$13,000 for a ferry boat purchased several years ago. The case being decided against the company in the lower court the company appealed to the supreme Court, General Term. The plaintiffs denanded security and attached the deposits in the Bank of Commerce. The officers of the company assured the plaintiffs yesterday that they were ready to give ampie security, and the necessary arrangements were made late in the afternoon. The names of the persons assuming the responsibility will probably be given this morning. If the plaintiffs approve the security offered the attachment will be withdrawn, but namess satisfactory bondsmen are furnished it will continue in force.

GRANTING THE APPLICATION FOR RECEIVERS PITTSBURG, Feb. 12.-In the United States Circuit Court this morning Samuel Dickson of Philadel phia made a motion for the appointment of Edward W. Chark, Benjamin Williamson and William H. Tillinghast, as receivers of the Lehigh and Wilkesbarre Coal Company, and after argument the persons named were appointed. They were required to file bonds to the amount of \$300,000 for the faithful performance of their duties An injunction was granted restraining all persons from interfering with the receivers in taking possession and in the transaction of all their business as receivers.

DEPRESSION IN PHILADELPHIA. Рпідареденіа, Feb. 12.—The coal interests Acre were much depressed to-day by the news of the | a. m. until holy week, when there will be daily morning

appointment of receivers of the Lehigh and Wilkesbarre N. J. CENTRAL COLLAPSING. Coal Cempany. It is understood that E. W. Clark will sot as receiver and Chanceller Williamson and the Secretary of the company as assignees of the company. The secretary has no statement yet ready for publication showing the condition of its affairs.

> NO PANIC IN WILKESBARRE. WILKESBARRE, Penn., Feb. 12.-The announcement here at headquarters that the Lehigh and Wilkesbarre Coal Company had to-day applied for a re-ceiver was not entirely unexpected. It has caused no feeling of panic as yet. It is thought the mines will be worked as usual.

> > LOCAL MISCELLANY.

THE CITY'S DOCKS AND PIERS. DISAGREEMENT OF THE SPECIAL COMMERCIAL COM-MITTER UPON THE PROPRIETY OF SELLING

The fourth meeting of the committees from the several commercial bodies of this city was held yes terday in the rooms of the Chamber of Commerce. W. H. Webb of Committee No. 1 stated that Commissioner Wates of the Dock Department desired to meet with the committee on Thursday next, when, he asserted, he would be prepared to show that the committee had made a mistake in its report. Mr. Schwab stated that Mr. Wales had admitted that the books were not kept in such a way that would make it clear in detail how the funds had been expended, and that it could only be shown by referring to bills, &c.

The committee upon "the propriety of selling the whole or part of the city dock property and applying the proceeds to the payment of the permanent debt of the city," it was claimed by individual members could not possibly agree. John F. Henry and A. B. Miller of the committee presented individual reports, which were laid on the table. Mr. Henry in his report favored the selling under wise restrictions and proper guarantees of a portion of the docks to such persons or corporations as may require them for new lines of vessels, or line already established; but in no case for the purpose of speculation or for subletting at excessive rates to the speculation or for subletting at excessive rates to the detriment of trade and commerce at this port. Mr. Miller, in his report, claims that a considerable portion of the water front is already the property of individuals, and that no improvement has been made by the owners to accommodate the various lines of steamships. Several of the most important steamship littles have found it necessary to seek accommodations on the New-Jersey shore, and the only piers that are properly adapted for the accommodation of large steamers on this city's water front, Mr. Miller asserts, are those that have recently here erected by the city. It is claimed that the best interests of the city would be subserved by the indescriminate sale of the dock property. Convenient wharf accommodation is claimed as one of the important adjuncts to successful connections with rival cities. In conclusion, the opinion is advance dithat a portion of the dock property inhin be sold to steamer lines plying regularly to this port, or for other uses of commercial advantage to the city, under solitable restrictions preventing the resale or subjection, and with a right to the repurchase. Mr. Harry submitted resolutions containing the views given in his report, which were inld over.

A communication was received from John E. Waish of No. 333 West-st. calling attention to the expenditure of \$5,500,000 by the Dock Department up to the propertion of the docks were nearly perfect, the department ind not the ability to carry them out. He also called attention to his proposition submitted to the cemmissioners, and declined, to build the dock subject to the call of the chairman. detriment of trade and commerce at this port.

#### THE CATHOLIC PROTECTORY. ITS WORK IN RECLAIMING THE WAIFS FROM-CITY STREATS.

The 14th annual report of the Catholic Protectory at Westenester has been issued and covers the year preceding Sept. 30, 1876. The institution began the year with a debt of \$317,224 48. As the only source of revenue to maintain the 2,000 inmates was the per capita allowance from the city, which proved in sufficient in the preceding year by \$22 for each child, canvassers were appointed to solicit subscriptions. It was also resolved to sell all the available real estate of the institution and to defer indefinitely the completion of the wing of the Female barity was \$20,655 71. This amount was so small that t was decided to abandon the plan of domiciliary visits. Hereafter all persons desiring to subscribe to the funds of the projectory are invited to send their efferings to the office, No. 33 Warrenest, or to either of the male or female departments at Westebester. Application was made by the president of the protectory to the State Lag-shature for a grant of money. He had two hearings before the committees of beth hones; goaltenen of both political parties expressed pleas are at the week of the protectory, but the satisfaction of these committeemen appears to be the only end attained by his about. The petition was enfounded at the archives of the Joint Committee on Appropriations. The purchase of 400 acres of fand in Sulivan County, N. Y., has been made with a view of establishmen farm to be worked by the boys of the instintion, and to serve also as a depot from which has can be placed with facing or of the randowers in that part of the Sada. A settlement has already been began by one of the Cariston B. Others, who, with 12 boys, holy pose solon of the property by July last. During the year 186 near three heart placed in homes throughout the Sada, and the reports from their new masters in hearily all cases have been en-

4 automoded, and 2 died; the number in the instruction sect. 30 has was 776.

The finencial statement shows that the assets of the Institution on Oct. 1.1876, were 8797,392.55 and the debt \$273,886 BB, leaving a bareing of assets of \$5.25,865 BB, leaving a bareing of assets of \$5.25,865 BB. Person to chemically the statement had the person of the chief from the chy of \$110 a rear for each chief committed by a menistrate, as only sufficient to defrag thereast of the chief shoot and deltaing a makes no provision for its sucher, its fulfillou, or its instruction in may suffice have, nor does it provide in any suffice theory nor does it provide in any suffice theory nor does it provide in any for the second of the institution. All or these lients will have to be defrayed in the marro, as in the past, by the liberality of the friends of the pre-

#### REVISION OF THE BIELE. THE SUBJECT DISCUSSED BY THE METHODIST MENU-. TERS.

At the weekly meeting of Methodist preachers vesterday, at No. 805 Broadway, the Rev. Joseph Puli man of Brooklyn read a paper upon the new revision of the Bible. He said that the first steps were taken toward the revision in 1870. The best Biblical scholars were selected for the work, and careful and conservative rules were hald down for the guidance of the translators. It had been estimated that the changes would be so slight that 95 per cent of those hearing the Scriptures read in churches would be unable to tell to which version, the new or the old, they were listening. It would seem from this that there was little danger that Christians would miss in the new what they had learned to love in the old, or would have their feelings wounded by numerous unimportant changes. Among the corrections which would probably be made were such as these: "Straining main-portant changes. Almong the corrections which would probably be made were such as these: "Straining at a grant" corrected to "straining a grant," "baptizing in the name," should be "baptizing into the name," should be baptizing into the name," should be be one flock and one shepherd," the articles "the" and "a" should be frequently changed, as "the love of money is the root of all evil," Grammatical errors should be earrected and obsolcte words omitted. Confusion in regard to proper names should be removed and poetry distinguished from prose. These were not changes which the commutee of revision had already made, for it was acting in secret, but changes which the memoers, as incividuals, had approved in the past.

Dr. Strong, a member of the Committee of Revision, said that he was convinced that the great laber and pains bestowed upon the new translation whild bear valuable fruit. The secrecy imposed upon the committee was necessary, imasmuch as nothing had yet been determined, the changes is yet being merely suggestions. When completed the new translation would have to stand on its own merits. In England, possibly, it might be anthorized, and its use in the churches required by act of Pariament, but in this country there could be no forced adoption of it.

# LENT IN THE EPISCOPAL CHURCHES.

The season of Lent, which begins to-morrow n the Roman Catholic and Episcopal Churches with the bservance of Ash Wednesday, is not greeted with satisfac tion this year by the fashionable world. It comes too early and ends the gayety before it actually has become a wea riness to the flesh. When Ash Wednesday falls about the 1st of March it is welcomed most heartily by many who care nothing for it except that it means rest from the exacting duties of "society." The preparations for a proper observance of the period of fasting in many of the prin cipal Episcopal churches in the city are not marked by any unusual features. In many churches there will be only the ordinary routine of services that is expected from year to year. The schedules were distributed in the churches generally on Sunday hast.

At Trinity Church to-morrow there will be morning

prayer and holy commanion at 11 a. m., and evening prayer at 3 p. m. On Wednesdays and Fridays during Lent there will be morning prayer at 11 a. m., with a lecture, and evening prayer at 3 p. m. On Thursdays, service and lecture will be held at 7:30 p. m. in the Hall of Trinity Church House. On other days, morning prayer at 9 a. m. and evening prayer at 3p.m. Confirma tion will be administered on Easter even at 3 o'clock. During Lent the music will be, as usual, suited to the solemn season. On each Sunday afternoon one of the Adagios from Haydn's Passione on the seven last words

of the Redeemer on the cross will be given.

At Grace Church, Sunday services will be as usual at 11 a. m. and 4 p. m., with holy communion at 7 a. m. On Wednesdays and Fridays and on holy days, service at 11

Wednesday will be "The Duty and Danger of Churchgoing."

The music at St. Thomas's Church, at Fifth-ave, and
Fifty-third-st., will be especially adapted to the Lenten
services. On week days there will be service at 10 s.m.
and 5 p.m., and on Wednesdays and Fridays there will
be a lecture after morning prays. During holy week
there will be a lecture daily at morning service and on
Good Friday and Easter even.
At Trinity Chapel, in Twenty-sixth-st., on Ash Wednesday, Good Friday, and Sundays, service will be held at
10:30 a.m., and on all other days at 9 s.m. The lectures
on Friday evenings will be on "The Temptation of the
Blessed Lord."
At St. Albans', in East Forty-seventh-st., the principal

Bleased Lord."

At St. Albans', in East Forty-seventh-st., the principal Lenten services until Passion-tide will be as follows: On Ash Wednesday, matins, litany, and holy communion at 10 a. m. and even seng at 8 o'clock. On every Friday evening there will be special penitential services at 8 o'clock.

8 o'clock.

At the Church of St. Ignatius, in West Fortieth-st., tomorrow there will be early celebration at 7 a.m., morning prayer and litany at 9 a.m., chorni celebration and sermon at 11 a.m., and chorni evening prayer at 8 o'clock At the Sunday evening service the roctor will repeat his course of sermons on the "Seven Gifts of the Holy Ghost."

At the Church of the Holy Trinity on Madison-ave, meetings on Ash Wednesday will be held at 11 a.m., 3:30 p. m., and 7:45 p. m. On all the Sundays the services will be numerous and varied, and every day during the week prayer meetings and services will be held. On Tuesday evenings there will be lectures on the Holy Land, Japan, etc., illustrated with the stereopticon. On Wednesday evenings there will be evangelistic preaching.

### LADIES' DAY AT THE LOTOS CLUB.

It was ladies' day at the Lotos Club yesterday. The pariors were crowded with invited guests, among whom were many ladies well known in social an literary circles. Vocal and instrumental music and recitations were given at the entertainment in the parlors. The walls of the art gallery and parlors were hung with pictures, most of them the production of members of the club. Among the well-known artists represented were J. G. Brown, Thos. Hicks, A. D. Schreyer, J. F. Cropsey, Jas. H. Beard, L. C. Thfany, Charles H. Miller, Eliza Greatorex, Edward Moran, Leon Escosura, Esstman Johnson, A. D. Shattuck, Geo. Inness, W. Whittredge, S. Colman, and Wm. Hart.

Greatorex, Edward Moran, Leon Escoura, Lastanda Johnson, A. D. Shattack, Geo. Inness, W. Whittredge, S. Colman, and Wm. Hart.

BEOOKLYN ALDERMEN'S METHODS.

The crowd within the Brooklyn Common Council chambers yesterday was smaller than usual, only those perticularly interested in the proceedings of late of English sicekinoiders and backers, the first erac of Ling Moran and the results proved to be insubatance the same as his testimony before the Congress of the good of English sicekinoiders and the results proved to be insubatance the same as his testimony before the Congress of the december of the same as his testimony before the Congress of the construction of a new dock at the foot of Huron at. A resolution was adopted urging upon the Kings County members of the State Legislature their cooperation in the passage of an act altering the terms of the city charter. This act authories the Board of Aldermen to regulate and determine the salaries of all city officials, whether fixed or not. Two committee—on Public Printing and on Grading and Paving—were directed to be appointed by the temporary president. The report of the Special Committee on Street-cleaning Contracts was adopted, providing that where the lowest bidder in any ward shall not be awarded the contract, the next lowest responsible bidder shall be recommended to the Common Connect. A resolution was presented asking the Contract of the pay \$107,024 for the employment of 215 new petheemen. The president was directed to appoint a special committee on excise and police, and this resolution was referred to such committee. Resolutions of respect to the memory of Col. John O'Mahony were passed to the moran at the responsibility and the such as a presented in the complaint of the comparation of the temporation of the composition of the comparation of the comparation of the composition of the composition of the composition of the composition of the common of the c meetings. On the two ballons taken (Rep.) received (Den.) received 11 voices, Alterman Bay (Rep.) received by Alderman Senott (Rep.) 2, and Alderman Denovan voted for hinself. The two voices for Ameti were given

### A BOAT'S CREW ATTACKED BY SAVAGES.

The log of the bark Stonewall Jackson of Boston, which left New York for Yokobatan, Japan, on July 3 last, gives an account of a narrow escape of a the Malay Archipelage. On Nev. 3, being within three nules of Ombay Island, the accord mate, with a boat's erew of eight men, was sent a shore for water. The single passenger, a friend of the captain, from Boston, also went assure. The men landed, and at first discovered no signs of life anywhere, but while looking for a good place to shelter the boat they were surrounded by hund reds of natives perfecily naked. The chief laid his hand reas of matives perfectly maked. The chief laid his hand on the passenger and began pulling at his shirt, and the other natives took had of the crew and did the came. Seeing resistance was useless, the men gave up their shirts, and then the natives began dancing around and lighting among thems lives for the shirts, while some grabbed the men's knives. The passenger and second heats discharged their revolvers among the savages, who field to the words, leaving on the ground hows, arrows and date. The

# The monthly meeting of the Society for the

Protection of Game was held last evening at the residence of Charles H. Housman, at No. 19 West Fifty. fourth at. The attendance was large. Seth Green, Fish Commissioner of the State, was present. Cluten Gibert, President of the society, occupied the chair so long filled by Revai Frielps. Mr. Waitehead, coursed for the society, explained that new State law. Other game they could protect by special extra large shipments of black-tail deer from Wyeming Territory to this market this Winter illustrated the increasity of proceedings at the market content. This species of der was being extreminated 2,080 miles distant, mainly because it was valuable in the East-in markets. The new Grane set write will be firsted aton the Leximature this Winter was discussed briefly. It is essentially the same as the art which was defented but Winter. If the cores a low grane kesters will be empowered to arrest without a warrant, on the sest where the offense is committed. It also seeks to monitor annular threat from turning refusion, Mr. Housman ne're-shed the society with a collation, which in the beginning was an arrists representation of the purposes of the society. These was statuents of loyal racins and Canton Groert, and pastry tableaus of lunlarg and isleng.

## DISEASE BRED IN SEGLECTED STREETS.

The eleven inspectors of the Health Beard, who are all physicians, resictly held a conference with President Chandler in regard to the condition of the streets. Some of the inspectors reported that the condi-tion of the cross-town streets, from Thirty-first to Fifty second-street, and between Tenth and Eleventhayes, was very unleadthy. Stagment pools of middly water, it was stated, and been formed in the holes made by the lightegration of the old and decaying wooden pave ments. The stench arising from the decomposing mate ments. The stench arising from the decomposing material in these pools was alleged to be most unlearly, and conductive to fevers and other discusses. The mild weather of the past two weeks had created malaria, and the neglect to clean the streets had added to the prevalence of malarial fevers in that vicinity. Similar reports were made from certain districts on the East Side of the city. The inspectors were sidered to make written reports concerning the condition of all the streets in their respective districts and submit them at the meeting of the idealth Beard to-day.

## PARTHOLDES STATUE OF LICEPTY

The castings of the arm and hand of Bartholdi's statue of Liberty have arrived from the Centennial grounds, where they were on exhibition, and will be placed temperarily in the no.th west corner of Madison-square. The excavation for the foundation was under yesterday, and this part of the starter will be in position, it is expected, next week. The com-mittee having charge of the reception of the status has been divided into sub-committees as follows: On preparing a na-tional appeal for assistance, in which the desirability of fram-ing an expression of the friendly relations existing between ing an expression of the Hendry relations existing between the United States and France is to be set forth—William M. Evarts, E. D. Morgan, Parke Godwin. On Ways and Manns—Samuel D. Bahcock, William H. Appleton, Henry F. Spaniding, Theorier Housevelt, John T. Denny, John Taylor Johnston, Anson Phelps Stokes, William H. Wickham, J. Scarer Page, On Printing—Samuel P. Avery, William H. Appleton, Gark Beill, On Selecting a Situs-William M. Evarts, Edwin D. Morgan, John Jay, Parke Godwin, Clark Beill. On the Artistic and Practical Execution of the Work—Theodore Wexton, Worthington Whittenge, Samuel P. Avery.

## THE ICE IN THE SUSQUEHANNA

PORT DEPOSIT, Md., Feb. 12.-The ice gorge here has wasted away so much that the river is now clear of ice opposite Rock Run and as far up as the eye can reach. Below there is no change except that the channels are growing wider and the ice weaker. The river continues very low here, and no rise is reported

FAILURE OF LOUISVILLE WHISKY DEALERS. LOUISVILLE, Feb. 12.-T. Walston and W. H. Walker & Co., large whisky dealers, have suspended. Walston's liabilities are \$90,000, and his assets \$70,000. The condition of Walker & Co.'s affairs is unknown The suspension of the latter firm was caused by the failure of Walston and others. They expect to resume busi-

### THE NEWARK MURDERERS DOOMED TRENTON, N. J., Feb. 12.-After a lengthy

debate in the Senate to-day on the bill intended to grant a writ of error in the Newark murder case, in which Mr. Magee spoke in favor of the bill and President Abbett and Mr. Ward against the bill, the bill was lost-6 Yeas, 15 Nays.

Mr. Sam Bowles doesn't cull out all the nice Mr. Sam Bowles Goesh't can out an the fire paragraphs about Charles Francis Adams from the papers as he used to. Yet it is only two years ago that he embraced the great statesom with a hug that brought great beads of perspiration to the brows of both and exclaimed. "One and inseparable, now and forever, very truly yours." Alas, how cruel time doth punctuate the stuff dreams are made of.—[N. Y. Graphic.

# NEW-YORK DAILY TRIBUNE, TUESDAY, FEBRUARY 13, 1877. THE COURTS.

THE EMMA MINE SUIT. WHAT THE PLAINTIFF HAS AIMED TO PROVE-CLOSE OF THE EVIDENCE AGAINST THE DEFENDANTS -A MOTION TO DISMISS THE COMPLAINT.

The protracted suit of the Emma Silver Mining Company (Limited) of London against Trenot W. Park and others, which was begun in the United States Circuit Court before Judge Wallace 60 days ago, was half-finished yesterday by the closing of evidence or the plaintiff. The trial began Dec. 13, 1876, and with brief intervals has been in progress ever since that time. At the opening the case excited considerable public interest from the magnitude of the sum involved (\$5,000, 000), the prominence of the litigants, and the publicity that had been given to the affairs of the Emma Mine Gen. Schenck, Trenor W. Park, H. H. Eaxter, and other well-known persons were promptly in attendance when the case was called, and the appearance of William A. Beach, E. W. Stoughton, E. J. Phelps of Vermout, Mr. Foulkes, the English barrister, and Chittenden and Hubbard as counsel gave a promise of a display of legal ability and eloquence which filled the court room with interested hearers. The interest in the case was kept up until after the two days' opening speech of Mr. Stoughton, but when it was intimated at the conclusion of this that the reading of depositions would occupy two or three weeks, the attendance was re duced to such persons as were compelled to be present drawl of the readers of the deposition and the bad acoustic properties of the court room, which made it im possible to hear at the distance of ten feet, reduced the isteners to the court, the lawyers, the jury, and Trenor Methods to the court, the lawyers, the jury, and Trenor W. Park, whose small wiry figure restlessly pacing up and down the court room, seldom at rest for more than five minutes at a time, always attracts the observer's attention. Even Mr. Park apparently fired of the duliness of the proceedings of late and was absent from several sessions of the court.

After the reading of about a dozen depositions, mostly those of English stockholders, and backers, the first several

#### DUTIES OF INSURANCE COMPANIES. DECISIONS BY JUDGE BARRETT IN TWO SUITS AGAINST THE EQUITABLE,

insurance suits have been decided by Judge Barrett, in Supreme Court, Special Term, on strictly legal questions, the charges being not proved but merely alleged. The actions were brought against the Equimble Life Assurance Society. In each case the plaintiff had given up his policy and it had been \$10,060, alleged that the company had failed to give otice that his premium was due, and that he was induced by misrepresentation to sell his policy for \$300. Judge Barrett decided that the plaintiff simply charged that lee company had not done what it was not bound to do. Moreover, he had received \$300 for his policy and

show a case for relief on his own complaint.

The a cond case was that of George K. Leet, who had insured his life for his wife's benefit for \$10,000; had elying on getting notice from the company, he did not

the plaintiff on the demutrer.

JAMES SUTTON ON TRIAL FOR PERJURY. JAMES SUITON ON TRIAL FOR PERJURY.

James Suiton, President of The Aidine Publishing Company, who was indicated for perjury in swearing to an alogged false statement of losses by fire, was placed on trial infore Recorder Hackett yesterity. The ballitings occupied by the company at Nos. 23 Liberty-st, and 58 Mades-lane were burned June 24, 1875. The value of the stock and machinery was placed by Mr. section in his every statement of losses at \$122,030 on the Mades-lane property and \$80,000 on the Liberty-st. he Malden-lane property and \$80,000 on the Liberty-st. property. The total amount of insurance was \$100,100. The insurance companies, about 30 in nil, resisted payent of the policies, and began an investigation. They elaim to have obtained evidence showing that \$40,000 would cover the entire loss of the Aldine Company. At the opening of the trial, John J. Sievens, insurance patrol, and Fire Marshal Sheldon were called to the stand. The testimony of the latter was not concluded when the court adjourned. The case will be continued to-day.

## FILLING IN A SEWER.

The trial of the suit of Joseph W. Duryen against the city was begun yesterday before Judge Donohue, in Su-reme Court, Circuit. The claim of the plaintiff is that, as mer of lots burdering on the East River, between Thurtydoubth and "hirty sixth size, he has been injured by the diver-don of the sewage of the great Thirty fourth st. outlet sower upon his land. The city, in defense, sets up that when this sewer was built all the plaintiff's land was under water, and the sewer ran only about 100 feet beyond Pirstave. Officer Charlick in 1864 ext aded Thirty-fourth-st, about 200 feet. agreeing to continue the sewer, but constructed the extension so badly that the water was set back and cellars on First-ave. and Thirty-fourth-st, were flooded. A "side cut" was then made from the old sewer northward through land covered with water. The plained afterward bought this land and built a builthead on the river front. He began to fill in Iron his builthead to the shore, and gradually contracted the flow of his brightend to the store, and granting contracts due to a de-the sewer into a can't in the middle of his land, which he desired to fill in. The flureau of Sewers threatened him with fine and imprisonment if he did, the discharge was very oftensive, and the Beard of Health Briestened him with the and im-prosument if he did not fill up the canal. He did nothing, but says he is maidle to use the land, and asks \$50,000 dain-

The city contends that he should have continued the sewer through his made land, and if he chose not to do so, must take the consequences. F. J. Fithian and A. J. Vanderpoel appear for the plaintiff, Assistant Corporation Counsel A. J. Requier and E. Henry Lacombe for the city.

#### THOMAS C. FIELDS'S BONDSMEN. In a foreclosure suit by the Mutual Life Insurance

Ompany against Thomas C. Fields and others, the cont's de-cree made Hawley D. Ciapp and William Florence responsible for any deficiency on the scale of the property. There was a deficiency and judgment was entered against Mr. Clapp. In his petition to set aside this decree, he states that Thomas C. Pichls was arrested in a suit for frauds against the city and held in \$100,000 bail. Clapp and Florence because his bondsheld in \$100,000 bail. Chapp and Florence because his bonds-men. Fields conveyed some property, including this property soil under foreclosure, to Henry Parsons to Indeauity Chapp and Florence. Mr. Chapp adds that afterward Freids (in Cutsa, he thinks) made a deed of this property in blank, so far as the grantees were concreted, which some one the does not know who) filled in with his name and that of Mr. Florence. This he never accepted, but it was filed in the Register's office. He says he never intended to assume the nortgage, and asks to be reneved from the payment of the deficiency on the sale. Judge Barrett denied the motion.

## CIVIL NOTES.

An assignment for the benefit of creditors was fliet yesterday with the County Clerk by Charles E. Goodrich, Albert R. Searles, and Henry C. Dart to Edward Dart. In the suit of Joseph T. Howland against George N. Curtis, to prevent the latter from keeping open a channel for Green's Pond, at Long Branch, Judge Barrett, in Supreme Court, Chambers, has dissolved the temporary injunction, and remitted the plaintiff to the Special Term.

In the suit by the Board of Fire Underwriters in the name of the People against August J. Gross and bis partner, Faitout, the facts of which have been reported in Trig
Thiness, Judge Barrett has decided in favor of the Board. He
entirely discrepants the elaborate argument of the defendants'
connect on the constitutional question.

city was begun yesterday before Judge Van Brunt, in Supreme Court, Circuit. The plaintiff, on One hundred and tenth-st.,

the city for \$10,000 for its failure to keep its streets in safety. The city denies everything. S. N. Waite and Samuel J. Glassey appear for plantinf, C. P. Miller for the city.

In Common Pleas, Trial Term, before Judge Larre-

ore, the trial of a suit by Joanna Lyons against Edward C. more, the trial of a suit by Joanna Lyona against fedward C. Richards for \$19,600 damages for alleged negligence concept-ing a grating over cellar stairs, which caused the plantiff se-vere injuries, was begun. The case is still on. James M. Smith appears for plaintiff; Beach & Lathrop for the defend-ant.

Edwin S. Doolittle, a maker of architectural de signs, has sued B. F. Butler of Luzerne in this State for plans signs, has suce B. F. Butter of Linerne in this State for plans for the windows of St. Mary's Church in Luzerne. He claimed that be furnished the plans on an agreement that if satisfac-tory to J. C. Clapp they chould be accepted. The defendant denied this and denied that the plans were satisfactory. The jury gave the plaintiff a verdict for his claim, \$75. In the Superior Court, Trial Term, before Judge

In the Superior Court, Irial Term, before Judge Curtis, the suit of Catharine M. Kiley against the New Jersey Mutual Life Insurance Company was tried yesterday. The plaintiff's husband insured his life on March 10, 1874, for \$5,000. He died Jan. 2, 1875. The defense is that he was consumptive. The dector employed by the company to make the examination testified that he did not make a thorough examination. The jury found for the plaintiff her full claim, \$5,604.71. Wakeman & Latting appeared for the plaintiff, S. A. & D. J. Noyce for the defendant company.

In the critic of Files Kelly acquired the city, against

In the suit of Ellen Kelly against the city, against the owner of the building adjoining St. Andrew's Church in Duane-st., and against the contractor for taking down the Duane st., and against the contractor for taking down the walls of the building, Judge Barrett, in Supreme Court, Special Term, has decided that the city is not responsible. The suit grows out of the fall of the wall of a burned building adjoining St. Andrew's Church, which killed soveral persons and intered many others, including the plaintiff. The point taken by the city was that the officers of the Fire Department and Department of Buildings were public officers and not city servants and the city could not be held liable for their negligence.

A suit by Evan Jones against John Jones has

A suit by Evan Jones against John Jones has been on trial for some days before Judge Van Vorst, in Supreme Court, Special Term. The two are brothers, and the defendant is blind. They were partners in some real estate purchases in Westelnester County several years age, and the plaintiff wont to the Pacific coast, leaving his blind brother to attend to the real estate. He now charges his brother with defranding him. At the opening of the court yeatersty Judge Van Vorst said he had beyed that Satzerder's rest and Sunday's indicence would have brought about some satisfement of this quarrel, and he regretted to have to hear it. The case has not been concluded.

In a suit by the Tenth National Bank against the In a suit by the Tenth National Bank against the Bank of New-York, concarning a check certified by the plaintif bank, which had been raised from \$41 to \$1,533 70, and had then been sent by the defendant bank, through the Clearmer-House, to the plaintiff and credited by the plaintiff bank. Tadg: Extract has directed the cause to be placed on the abort calendar. The distinguishing feature between this and cases of the same character previously decided at that the defend ant bank alleges that it paid the money to the person depositing to a the faith of the certification, and that as he has become insolvent it has no recourse to him.

The trial of the suit of Ira Reynolds against the Eric Sallway Company was begun vesterday before Judge.

Frie Railway Company was begun yesterday before Judge Van Hoesen, in Common Pleas, Trial Term. The plaintiff, claims that he bought a ticket about Jan. 1, 1873, for passage cisims that he bought a ticket about Jan. 1, 1773, for passage on the road from Cieveland to New York; that he was told by the conductor bat on it he might stop over at any station; that he did stop over, and on Jan, 20, 1873, was put off with annecessary violence, three miles from Campville, the nearest set to: 10°; he asks \$10,000. The detendants claim that his ficket was not a facility bad (see punched for the section on which he was traveland, and that he was only asked to pair provinced was traveland, and that he was not asked and that he was that he was that he was put of near to Campville Station. The case is still 90. David M. Peyser, who owned a large estate in this

county, died leaving a wid w and an adopted daughter. By his will be gave one third of his estate to his widow absolutely. end the other two-thirds he gave to her to pay out annuities to his adopted child and to his brothers and sisters in Russia, Germany, and this country, or, when they were dead, to their M. Peyser to an accounting, has asked the interpretation of his will. The case came up year-riay on a motion substan-dially to compelher to choose whother she would sue as ad-ministratify or as widow of her husband. Judge Barrett, in supreme Court, Chambers, denied the motion.

### CRIMINAL NOTES.

CRIMINAL NOTES.

Le wis S. Lenheim of Great Bend, Penn., father of Lenheim, the forger, an account of whose operations was published in The Think B. a few days ago, was brought before Recorder Huckett vesterday on a charge of completit in the forgeries. The complainant is the Park Sank, at which Lenhest presented a chock hearing the forget signature of 1. W. and S. T. Clark for \$2.50. Bail was fixed at \$10.000, and Nat panel Van Sloklen of Goahen, Orange County, became servity.

In the Court of Oyer and Terminer vesterday, Judge Prudy set down trusts as follows: James Rice, for the worder of Hugh McCabe in Washington Market, for Friday; Robert Garrity, for killing John Smith with a cart rang, for to day; August Rosa, for killing Dennis Leary with a kuife, for Weilineslay. These three prisoners are young men apparently under see. The trial of Warren N. Herrick and William S. Swamsleyn, for forging bonds of the Practic du Chien branch of the Milwankee and St. Paul Railroad, was adjourned to

# Searens Court-Chambers-By Judge Barrett.-

Supreme Court - Chambers - No Judge Barrett. Methon out, Marken, - Repet confirmed and Indirment of
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ing Company.—Orders as Section.
Circuit.—Part II.—By Judge Lawrence.—Dowling agt. The Mayor, &c.—see memorandum. Gass agt. Klaruev.—Case and amendments seitled. Snyder agt. Lowery.—See opinion.
Special Fern.—By Judge Harvett.—Loct agt. The Equitable Life Assurance Society of the United States.—Judgiment for the plainting upon the demurrer, with costs, with leave to the defendants to answer within 20 days upon payment of such costs. See memorandum.

the plaintiff upon the demurrer, with costs, with leave to the dedendants to answer within 20 days upon payment of such costs. See memorandum.

By Judge Van Vorat — Kelly agt. The Mayer, &c.—Judgmeng for defendant on demurrer. Ball et al. agt. Belden et al.—Metion for new trial denied, with \$10 costs.

Superior Court—Special Term—By Judge Sedgwick.—The Tribune Association agt. Smith.—Remitlitur filed and appeal dismissed with costs. Schoen agt. Baler.—Order allowing defendant to serve answer, &c. Ettlinger agt. Steamuller.—Order denying motion without costs, and with leave to renew. &c. Dive et al. agt. Adriance.—Reference ordered. Jenkins agt. the Central Paik, N. and E. R. R. C.—Order restoring cause to calendar. The People, &c., agt. Starkweather.—Case and exceptions ordered on file. The Union Banking Company agt. Sigel—Order allowing complaint to be answered, &c. Days agt. Burt.—Order of reference to the Hon. Freeman J. Fithian. Serpert agt. Heppe.—Undsriaking approved. Sobenstein agt. McCanerty.—Order allowing amendment of summons and complaint, &c. Franklin agt. Catin.—Motion denied without costs. Gould agt. Homan et al.—Order for Commission. The Sun. &c., Association agt. The Tribune Association.—Case settled. Cook agt. Evans et al; Sauer agt. The Mayor, &c.; Smith agt. Thomas; Schnater agt. McKillop, &c.; Layghtor agt. Perkins et al.; Chaus agt. The Gilbert & R. R. Co., and Hale agt. Barrett.—Orders granted.

Marine Court—Chambers—By Justice McAdam.—Rewland agt. Wheeler; Wolff agt. Whito; Poliak agt. Mayer.

-Opinions filed. Provost agt. Palmer, -Order of arrest vacate conditionally (7 Hun. 190). Fine agt. Atwater; Ketchim ad. Oreco., -Docisions inforesed on papers. Schaffer agt. Meyer. Motion to open default denied. Kavanagh agt. Meyer, Ketchicker agt. Priner; Meader agt. Jaccer; Pierre agt. Possacil; Schulike agt. Williams. -Complaints dismissed, Habitans. sufficient; that decision is conclusive upon me; the motion to over default will therefore be dealed. Same agt. Same. To fact that the execution was returned before the expression of the third that the execution was returned before the expression with the plantific; it as the translation act of the plantific which vittates the return of the execution and deprives him of its equitable action in the nature of a creditor's bill his equitable action in the nature of a creditor's bill had act. Waller, 25 N. Y., p. 43s); the proofs present fail to show fraud or collision, or any period direction to return the writ. Motion desied, Montrose art. Steinbardi; Lyden act. Cook; Wempel Scarles; Doughas agt. Neville; Wooley agt. Lee: Hag stranged. Eleventh Ward Bank agt. Sewan; Foerschie Schooling; Lazeau agt. Booss; Blim agt. Heim.—Bust. Bust. Schooling; Lazeau agt. Gooss; Bust. Schooling; Lazeau agt. Gooss; Blim agt. Schooling; Gooss; Bust. Schooling; Gooss; Blim agt. Schooling; Booss; Blim agt. Schooling; Booss; Blim agt. Fortier; Blinds; Bust.—

### CALENDARS-THIS DAY.

SUPREMS COURT-CHANNERS-BARRETT, J. 96. Priost art. Priest. 114. Miller agt. Board of Po. 177. Matter of Conway. 114. Miller agt. Board of Fo-lice Commissioners.

119. Marter of the Pirst
Presbyte'n Church.
144. Wormaer agt. Hoffman.
146. The Mayor. &c., agt.
Sodier.

209. Matter of opening I 149. Hofman agt. Burke,

Call from No. 269 to end of calendar. SPECIAL TERM-VAN VORST, J. 47. Reilly agt. Dillon et al. 28d Nicoll agt. Serymser. 100. Fowler agt. Mehrbach et al. 115. Kinney agt. Cohen. 115. Kinney agt. Beach et al.

100. Fowler agt. Mebrbach et al.
102. Miles and ano, agt.
105. Harlem Bank agt.
105. Harlem Bank agt.
105. Deckoret al.
120. Deckoret al.
121. Bucking agt. Hartet al.
122. Bucking agt. Hauselt et al.
123. Bucking agt. Hauselt et al.
124. Graider et al. agt. Powers, &c.
125. Jacobs agt. Miler.
126. Sasterd agt. Eusteed.
127. Andrews and mo. agt.
128. Graidet agt. Brown et al.
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128. Cosice.
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143. Lynes, &c., agt. Bran- 110. Antiuth agt. Schape. der, jr., et al., deke et al. School 148. Hatch agt. The A. and 151. Ten Eyek agt. Cory.

CHICUIT-PART L.-DONORUE, J. CHACTET PART L DONORDE, J.

2719. Haden agt. King.
2719. Haden agt. Coleman.
2091. Gill et al. agt. Connet,
2637. Picard agt. Bernbeimer.
1993. Firs et al. agt. Onder.
2637. College done.
1593. Collins agt. The Mayer.

1. Lateurette agt, Clark. 1341. Fitzpairick agt. The 2589.. Boydagt. Jackson. 1513. Brown agt. Decker, &c. 1513. Brown agt. Decker, ec. 2.01. Carroll agt. Choaldy. 2.01. Carroll agt. Choaldy. 2204. Excelsion Potroleum Go. agt. Fowler, ec. 2021, Hays agt. The Mayer. 2021, Hosin agt. Fowers. 4297. Gray et al., agt. Johes. 2709. Van agt. Third are R. 2701. Beamond. agt. New 2721. Shelsman art. Emmed. 2803. The Band Powder Co. 2845. Quinsigamond Nat. Fr. agt. Gallandet. 2845. Quinsigamond Nat. Fr. agt. See ling Machine Engine Co. Engine Co. ngt, Gallaudet.

2349. Prano agt. Dei., fack.
2369. Argher agt. O'Brien.

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and Western R.K. Co.
2871. Archer agt. O'Brien.
2883. Burtank and ano. agt.
Burt.
2991. Connor, &c., agt. The
Mayor, &c.
2901. Harn agt. Sheffield.
2592. Ereen agt. Muloch.
2994. Kenney agt. Elasch.
2957. Cohen and ano. agt.
2085. Harten. Bank agt.
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2995. Springer et al. agt.
3097. Hursten agt. Rubino
3007. Hursten agt. Rubino
1000. Super agt. Sama(No.0)
2008. Super agt. Markett.
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2008. Super agt. Markett. (No. 1.)
3009. Same agt. Same (No. 2).
2519. Reilfoy agt. The Mayor,
c. c.
2517. Vallely, &c., agt. Amend
and ano.
3036. Goodard, &c., agt. —

Co. ugt. N. Y. Cur Manf. Co. 1791. Elliot agt. Westchester Fire Ins. Co.

10. Curran act. Meintre.
11. Whitner act. The ten.
12. Whitner act. The ten.
13. Attack of al. agt. Angel.
14. Doyle et al. agt. Lord.

PART IL-LAWRENCE, J.

PAUT IL.—LAWRENCE, J.

1784. Brennan agt, The Mayor, xc.

1892. Morris agt, Elliott,
1586. Roti agt Mora.
15862. Elliog et al. agt. The
Mayor, xc.

1030. Schniver al. agt. Collier,
1550. Fallenbee agt. Silverstone.
2552. Lewle agt. The Chicago
and China Tea Co.
2786. Vial agt. The Mayor,
de. of N. Y.
3444. Lithaner, agt. Conner,
1898. Sanikinson agt. Mortimer.
4476. Raer agt. Uncles et al.
1742. The Greder Cevin Maaf.
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agt. Vootnees. Fire Ins. Co. 4384. Simens agt. Cohen. 500. Bailey agt. Dodge. PART III.—VAN BRUNT, J.
3023., Mack agt. The D. D., E.
B. and B. R. R. Co
278. Reck agt. The Phenix
Pive Inc. Co.
2277. Delar afer et al. agt.
31. Meyer et al. agt. Amb 278. Rock agt. The Phenix Pier Ins. Co.
2277. Delar agt et al. agt. Amer. and E. C. Egg.
1148. Louerran, ir., agt. Mat. Thewas et al.
2287. Blake and ano. a.gt. Obright et al.
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2636. Davison et al. agt. William in the Control of the Corrected agt. Malory. 26.
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413. McComb agt. The Extended and the Combon agt. The Extended agt. The Extended agt. The Mayor and ano.

554. Penangt. Ward.

557. The act. Settlell.

1231's. Fossemblen agt. N. J.

Car spring and E.Co.

1341's. Douphy agt. The Mayor.

627 Survey of the Mayor.

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637 Survey agt. The Mayor.

637 Survey agt. The Mayor.

637 Survey agt. The Mayor.

638 Survey

301. Lee agt. Savies and ano. SUPERIOR COURT-SPECIAL TREE-SEDOWI'S, J. 54 Boody agt, Tilden et al. 15. Oakley agt, Ryett. 56, Mitzschering agt, Van 20., whitney agt, Martina, Winkte et al. 24. Arcsarping agt, Noll of

18. Offinger et al. agt. Do Wort. 26. Bradiord act. Bissell et 28. The Mutual Life Ins.Co. 25. The Mutual life Inacco.
agr. Davis et al.
40. Fowler art. Butlerby.
64. All branch sgt. The Nat.
Bank of Nerwark.
88. Weil sgt. Fischer et al.
73. The Beal Fistate Trust
6. All sgt. Fischer et al.
55. Dietz agt. Farsah.
8. Fleming agt. The Con.
F. Jay Co.

25. Starr agt. Moore et al. 72. Borse, e.e., art. Luckey. Januarie. 5. Koch et al. agt. White-house et al. THIAL TERM-PART I .- SPEIR J. 1053 . Caffe agt. Lord, jr., and | 506 . Payne et al. agt. Con-

1053 acafe agt. Lord, Jr., and ano. ec.
405. Kneedand agt. Spitzka.
312. Thomas agt. Knight.
408. Wrav agt. Fedderke.
305. Diamont agt. White.
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308. Seling agt. Legendre and ano.
637. Farrinan agt. Titus.
637. Copeland agt. Els.
worth.
466. Galman agt. Stevens.
475. Morgan, &c., agt. MeVickar.
446. Bowd agt. Phomix Ins.
631. Johnson, &c., agt. Oppenheimer and ano. 313. Whornington &c. 313. Who raing to b. &c., agt. The Forty-so-cond and Grand brees.

F. R. R. Co.

360 by Sharman, &c., agt.

822. Molicon et al agt.

822. Molicon et al agt.

824. Molicon et al agt.

836. The Mahr, and Raild.

Bank agt. Pangborn.

619. Cleary, &c., agt. Gambing.

875. Atwater agt. Skiddy.

877. White agt. Van Vreit.

889. Dority agt. Johnson and

ano.

631 . Johnson, &c. agt. Oppethelmer and ano.
486 . Schmidt agt. Leatham.
758 . Melvin agt. Carey. PART II.-FREEDMAN. J. PART II.—FREEDMAN, J.

S47. Farmers' and M. Naril
Bank of Buffalo agt.
Brown.

G36. Franklin agt. Catlin, jr.,
G37. Franklin agt. Same.
G72. Harrison agt. Reford
and ors.

673. Harrison agt. Rosa.

686. King agt. Kenyen.

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361. Wireman agt. ind comSew. Mach. Co.
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73. Harrison agt. Ross.
743. Uhl, &c., act. Cremer.
814. The Germann Bank
agt. Frost.
523 Corn et al. agt. Davis.
660. Dye et al. agt. Adri-

633 Matthews agt. Driscoll. 639 Von Glahn agt. Lowen-stein. 645 Banield agt. Gould. 621 Loru et al. agt. Aifeo. 590 Yates et al. agt. Smith, dec. S73 Lockword agt. Far-rington and ane. S74. Yerkes, jr., agt. Gould et al. 790. Bauer agt. Dammanne.
715. Plunkett agt. Appleton.
828. Banks et al. agt. Corydon.
793. Olwell, &c., agt. Hasbrouck et al.
883. Dowdney agt. Volken.
883. Dowdney agt. Volken.
884. Dowdney agt. Volken.
885. Dowdney agt. Volken. PART III.-CURTS, C. J.

883. Dowdney agt. Volken1884. Naylor agt. Mechan.
1885. Naylor agt. Mechan.
1886. Walling agt. Hensel
1887. Pray agt. Bensel et al.
1884. Judd agt. Savage.
1889. Jatman, &c., agt. Sullivan et al.
1890. Googerza agt. Gillies
1892. Mitchell agt. Jarrett.
1893. Schoen agt. Cook et al.
1894. Savage, &c., agt. Thay1895. 907. White et al. agt. Gilsef

907. White et al. agt. Cheer et al. 1 908. Ryan agt. Whene. 909. Cieri art. Mooner, 910. Woodruff agt. The N.Y. N. H. & Hartford R. 911. Woodruff agt. Same. 916. Knabe et al. agt. Farn-hau, do. 918. Breithaupi agt. Brooks. 1919. Perke agt. Brooks. 1929. Perke agt. Brooks. 1920. Johnson et al. agt. od. 1922. Peck agt. Kennely. 923. Schernerbern agt. Dud. 1923. Schernerbern agt. Dud. 895..Talcott ngt. Browner ley et al.

et al. 895. Dichl agt. Clark et al. 897. Ham et al. agt. Ham. 900. Shannon agt. Stafford. COMMON PLEAS-EQUITY TERM-RODISSON, J. No.d y calendar

COMMON PLEAS - EQUITY TERM - PART I. - VAN HOESEN, J.

868. Walker agt. New Central Coal Co. of Mary-label.

1004. Lambert agt. New Central Coal Co. of Mary-label.

1004. Lambert agt. Mentegore.

877. Witson sgt. Pine.

683. Howard, jr., agt. McCollough.

723. O'Donnell agt. N. Y. and Harlem R. R. Co.

969. Heybecker agt. Camp.

600. McCornack agt. N. Y. C. & H. R. Rallroad Co.

693. Welligaton agt. New Collough.

1168. Seligman agt. Southand North Alabama Railroad Co.

1206. Penn. Hort. Soc. agt. Webster.

1206. Penn. Hort. Soc. agt. Webster.

1223. McLutyre agt. Carroll.

805. Amediure agt. Conneg.

1223. McLutyre agt. Carroll.

805. Amediure agt. Cannel.

1223. McLutyre agt. Carroll.

806. Amadell agt. Corde and age.

1223. McLutyre agt. Carroll.

806. Amadell agt. Carrol and age.

1223. McLutyre agt. Carroll.

806. Amadell agt. Carrol and age.

1223. McLutyre agt. Carroll.

806. Amadell agt. Cartor.